

## **AGREEMENT FOR USE OF STATE BAR MEMBERSHIP, ELIGIBILITY AND VOTING LISTS FOR STATE BAR BOARD OF GOVERNOR ELECTIONS**

This Agreement is made and entered into by and between the State Bar of California, a public corporation, and \_\_\_\_\_, an active member of the State of California, and concerns the use of the State Bar's Membership, Eligibility and Voting Lists (hereinafter collectively referred to as the "State Bar Lists") by candidates and potential candidates for the State Bar Board of Governors. The parties hereby agree as follows:

1. The State Bar lists available to candidates and potential candidates for the State Bar Board of Governors include the following:

Membership List: Active members of the State Bar, in good standing, whose principal place of business is located within a county that is included within the State Bar district in which there is an election. This list is available on or after the date the election is announced by the Secretary of the State Bar, but prior to the close of the eligibility list.

Eligibility List: Active members of the State Bar, in good standing on the date the eligibility list closes, whose principal place of business is located within a county that is included within the State Bar district in which there is an election. (Available after April 20, 2004.)

Voter/Non-voter List: Active members of the State Bar, in good standing on the date the eligibility list closes, whose principal place of business is located within a county that is included within the State Bar district in which there is an election. The voter list is retained for up to three years and is available for the prior election at any time after the date the election is announced by the Secretary of the State Bar. A list of eligible voters who have not voted in the current election is available May 28, 2004.

2. The candidate may use the State Bar lists only for election-related uses approved by the Secretary of the State Bar. The candidate shall not copy the list or any portion thereof or extract or retain any information therefrom for any use other than an election-related use. The candidate shall not at any time permit any State Bar list information to pass into the hands of any other person, association, organization or company other than those persons, associations, organizations or companies designated by the candidate to perform election-related activities. Any non-election related use by the candidate or his/her designee shall constitute a material breach of this Agreement.
3. The candidate agrees to pay the charge for production of the list. This charge does not include sales, use, excise or similar taxes. The candidate shall be responsible for any present or future tax which may be applicable.

4. The candidate acknowledges that although the State Bar will make every effort to meet scheduled delivery or mailing dates, it shall not be liable for any failure to meet requested or scheduled dates.
5. The candidate agrees that the State Bar may enforce this Agreement by way of claim for damages, temporary restraining order, preliminary or permanent injunction, specific performance, or otherwise.
6. It is expressly understood and agreed that the State Bar's rights, including but not limited to common law and statutory rights of literary property and copyright in the State Bar list and the data contained therein are not assigned or released by this Agreement, but are reserved and retained by the State Bar, subject to the limited use permitted under this Agreement.
7. The State Bar's Hold Harmless Agreement for Elections is attached hereto and is hereby incorporated by reference and made a part of this agreement as if fully set forth herein and shall survive the termination, cancellation or expiration of this Agreement.
8. For material breach of this Agreement, the candidate shall be liable to the State Bar for all damages, plus reasonable attorneys' fees, court costs and expenses, including expenses incurred in investigation.
9. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

A copy of this agreement, as well as the attached Hold Harmless Agreement, must be executed by those who wish to obtain copies of the State Bar's membership, eligibility and/or voting list.

I AM REQUESTING A COPY OF THE STATE BAR'S MEMBERSHIP/ELIGIBILITY/VOTER LIST AND I ACCEPT AND AGREE TO THE TERMS STATED HEREIN.

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Signature

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(Print or Type Name)

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Date